

Nationwide Mutual Insurance Company One Nationwide Plaza MR-05-10 Columbus, Ohio 43215

This Policy of Insurance describes all of the travel insurance benefits, underwritten by Nationwide Mutual Insurance Company and herein referred to as the Company. The insurance benefits vary from program to program. Please refer to the accompanying Confirmation of Coverage. It provides You with specific information about the program You purchased. Please contact the Plan Administrator immediately if You believe that the Confirmation of Coverage is incorrect.

This Policy of Insurance is issued in consideration of the enrollment form and payment of any premium due. All statements in the enrollment forms are representations and not warranties. Only statements contained in a written enrollment form will be used to void insurance, reduce benefits or defend a claim.

NO DIVIDENDS WILL BE PAYABLE UNDER THIS POLICY.

The President and Secretary of Nationwide Mutual Insurance Company witness this Policy.

Reltw. Herman

Secretary

Mark Benen

President

Licensed Resident Agent (where required by law)

# TRAVEL PROTECTION POLICY EXCESS INSURANCE

# **GENERAL DEFINITIONS**

# **GENERAL PROVISIONS**

# COVERAGES:

Accidental Death & Dismemberment Emergency Accident Medical Expense Emergency Sickness Medical Expense

# LIMITATIONS AND EXCLUSIONS

# NATIONWIDE MUTUAL INSURANCE COMPANY TRAVEL PROTECTION INSURANCE POLICY

#### GENERAL DEFINITIONS

Throughout this document, when capitalized, certain words and phrases are defined as follows:

Accident means a sudden, unexpected, unintended, specific event that occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

Accidental Injury means Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the Loss and that 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. The injury must be verified by a Physician.

**Bodily Injury** means identifiable physical injury that is caused by an Accident and is independent of disease or bodily infirmity.

**Common Carrier** means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire. Taxis and limousines are not Common Carriers as defined herein.

**Company** means Nationwide Mutual Insurance Company.

**Confirmation of Coverage** means the document that outlines Your benefits and Maximum Benefit amounts.

**Effective Date** means 12:01 A.M. local time, at Your location, on the day after the required premium for such coverage is received by the Company or its authorized representative.

**Family Member** means Your or a Traveling Companion's legal or common law spouse, parent, legal guardian, step-parent, grandparent, actual parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, who reside in the United States, Canada or Mexico.

**Hospital** means a facility that:

- (a) holds a valid license if it is required by the law;
- (b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- (c) has a staff of one or more Physicians available at all times;

(d) provides twenty-four (24) hour nursing service and has at least one registered professional nurse on duty or call;

(e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a prearranged basis; and

(f) is not, except incidentally, a clinic, nursing home, rest home, drug or physical rehabilitation facility or convalescent home for the aged, or similar institution.

**Insured** means the person who enrolled for coverage and whose premium was paid under this Policy.

Land/Sea Arrangements means pre-paid land and/or sea arrangements made by the Travel Supplier.

**Maximum Benefit** means the largest total amount that the Company will pay under any one benefit for You, as shown on the Confirmation of Coverage.

**Medically Necessary** means a service or supply that: (a) is recommended by the attending Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting Your condition or quality of medical care; (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

**Physician** means a licensed practitioner of medical, surgical or dental services, or a Christian Science Practitioner, acting within the scope of his/her license. The treating Physician may not be You, a Traveling Companion or a Family Member.

**Reasonable and Customary Charges** means charges commonly used by Physicians in the locality in which care is furnished.

Scheduled Departure Date means the date on which You are originally scheduled to leave on the Trip.

**Scheduled Return Date** means the date on which You are originally scheduled to return to the point of origin or to a different final destination.

**Sickness** means an illness or disease of the body which: 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. An illness or disease of the body which begins prior to the Effective Date of coverage is not a Sickness as defined herein and is not covered by the policy unless it suddenly worsens or becomes acute after the Effective Date.

**Traveling Companion** means a person who has coordinated travel arrangements or vacation plans with You, intends to travel with You during the Trip. Note, a group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**Travel Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for the Trip.

**Travel Supplier** means tour operator, Cruise line, airline, hotel, travel agency, or other organization that has made the land, air and/or sea arrangements.

Trip means a trip or class of trips as described on the Confirmation of Coverage.

You or Your refers to the Insured.

GENERAL PROVISIONS

The following provisions apply to all coverages:

**LEGAL ACTIONS -** No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving Proof of Loss.

**CONTROLLING LAW** - Any part of this Policy that conflicts with the state law where the Policy is issued is changed to meet the minimum requirements of that law.

**MISREPRESENTATION AND FRAUD** – Your coverage shall be void if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

You must fully cooperate in the event the Company determines that an investigation of any claim is warranted.

**ASSIGNMENT** - This Policy is not assignable, whether by operation of law or otherwise, but benefits may be assigned.

### WHEN YOUR COVERAGE BEGINS - Provided:

(a) coverage has been elected; and

(b) the required premium has been paid.

All coverage will begin at 12:01A.M. local time at Your location on the Scheduled Departure Date; or the actual departure date if change is required by a Common Carrier, when You depart for the first Travel Arrangement. If coverage is purchased on the Scheduled Departure Date, such coverage will take effect at 12:01 A.M. local time, at Your location, on the day after the Scheduled Departure Date. No coverage can be purchased after a person departs on a trip.

**WHEN YOUR COVERAGE ENDS -** Your coverage will end at 11:59 P.M. local time on the date that is the earliest of the following:

- a) the Scheduled Return Date as stated on the travel tickets;
- b) the date You return to Your origination point if prior to the Scheduled Return Date;
- c) the date You leave or change the Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- d) if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date, unless otherwise authorized by the Company in advance of the Scheduled Return Date;
- e) the date Your Trip is cancelled.

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**EXTENDED COVERAGE -** Coverage will be extended under the following conditions, should they occur during the journey to the return destination or to a different destination:

(a) If You are a passenger on a scheduled Common Carrier that is unavoidably delayed up to five (5) days in reaching the final destination, coverage will be extended for the period of time needed to arrive at the final destination.

**EXCESS INSURANCE LIMITATION** - The insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such Other Insurance or indemnity, and applicable Deductible.

**PAYMENT OF CLAIMS -** The Company, or its designated representative, will pay a claim after receipt of acceptable Proof of Loss.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian, committee or other qualified representative.

All or a portion of all benefits provided by this Policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by Other Insurance policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins or as soon as reasonably possible. Notice should include Your name, the Travel Supplier's name and the Plan number. Notice should be sent to the Company's administrative office, or to the Company's designated representative.

**PROOF OF LOSS -** The claimant must send the Company, or its designated representative, Proof of Loss within ninety (90) days after a covered Loss occurs or as soon as reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**PHYSICAL EXAMINATION AND AUTOPSY -** The Company, or its designated representative, at its own expense, have the right to have You examined as often as reasonable necessary while a claim is pending. The Company, or its designated representative, also has the right to have an autopsy made unless prohibited by law.

**TIME OF PAYMENT OF CLAIMS -** Benefits payable under this Policy for any Loss other than Loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written Proof of such Loss. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

All claims shall be paid within thirty (30) days following receipt by the Company of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of nine (9) percent per annum from the thirtieth (30<sup>th</sup>) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

# ACCIDENTAL DEATH AND DISMEMBERMENT

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Trip, sustain a Loss shown in the Table below. The Loss must occur within one hundred- eighty (180) days after the date of the Accident causing the Loss.

The Principal Sum is shown on the Confirmation of Coverage. An Aggregate Limit of \$15,000,000 is the maximum amount payable by the Company for all Losses sustained for all persons insured under the Policy that are caused by any one Accident that occurs while the Policy is in force. If this limit is not sufficient to pay the total of all such claims, then the amount the Company pays for the Loss of any one Insured will be the proportional share of this amount.

If more than one Loss is sustained as the result of an Accident, the amount payable shall be the largest amount of a sustained Loss shown in the Table of Losses.

TABLE OF LOSSES	
Loss of:	Percentage of Principal Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

"Loss" with regard to:

- 1. hand or foot, means actual complete severance through and above the wrist or ankle joints; and
- 2. eye means an entire and irrecoverable Loss of sight.
- 3. speech or hearing means entire and irrecoverable loss of speech or hearing of both ears; and
- 4. thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

#### **EXPOSURE**

The Company will pay benefits for covered Losses that result from You being unavoidably exposed to the elements due to an Accident. The Loss must occur within three hundred sixty-five (365) days after the event that caused the exposure.

### DISAPPEARANCE

The Company will pay benefits for Loss of life if Your body cannot be located within three hundred sixty-five (365) days after Your disappearance due to an Accident.

### EMERGENCY ACCIDENT MEDICAL EXPENSE

The Company will reimburse benefits up to the Maximum Benefit shown on the Confirmation of Coverage, if You incur Covered Medical Expenses for Emergency Treatment of an Accidental Injury that occurs during the Trip.

Emergency Treatment means necessary medical treatment that must be performed during the Trip due to the serious and acute nature of the Accidental Injury.

Covered Medical Expenses are expenses incurred for necessary services: (a) listed below; and (b) ordered or prescribed by the attending Physician as Medically Necessary for treatment, that are limited to:

(a) the services of a Physician;

- (b) charges for Hospital confinement and use of operating rooms;
- (c) charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;
- (e) drugs, medicines and therapeutic services.

The Company will not pay benefits in excess of the Reasonable and Customary Charges. The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

The Company will pay benefits up to the Maximum Benefit shown on the Confirmation of Coverage for dental Emergency Treatment for Accidental Injury to Sound Natural Teeth. Both the Accidental Injury and the dental Emergency Treatment must occur during the Trip.

If You are Hospitalized due to an Accidental Injury that first occurred during the course of the Trip beyond the Scheduled Return Date, coverage under this benefit will be extended until You are released from the Hospital or until Maximum Benefits under this Certificate have been paid.

# EMERGENCY SICKNESS MEDICAL EXPENSE

The Company will reimburse benefits up to the Maximum Benefit shown on the Confirmation of Coverage, if You incur Covered Medical Expenses as a result of Emergency Treatment of a Sickness that first manifests itself during the Trip.

Emergency Treatment means necessary medical treatment that must be performed during the Trip due to the serious and acute nature of the Sickness.

Covered Medical Expenses are expenses incurred for necessary services: (a) listed below; and (b) ordered or prescribed by the attending Physician as Medically Necessary for treatment, that are limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;
- (e) drugs, medicines and therapeutic services.

The Company will not pay benefits in excess of the Reasonable and Customary Charges. The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

If You are Hospitalized due to a Sickness that first occurred during the course of the Trip beyond the Scheduled Return Date, coverage under this benefit will be extended until You are released from the Hospital or until Maximum Benefits under this Certificate have been paid.

### LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Accidental Death & Dismemberment, Emergency Sickness Medical Expense and Emergency Accident Medical Expense:

Loss caused by or resulting from:

- 1. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
- 2. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
- 3. participation in any military maneuver or training exercise or any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces. Upon notice to the Company of entering the armed forces, the Company will return to You pro-rata any premium paid, less any benefits paid, for any period during which You are in such service;
- 4. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 5. mental or emotional disorders, unless Hospitalized;
- 6. participation as a professional in athletics;
- 7. participation in underwater activities (does not include recreational swimming);
- 8. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician;
- 9. commission or the attempt to commit a dishonest, fraudulent or criminal act;
- 10. participating in Bodily Contact Sports; skydiving; hang-gliding; Parachuting; Mountaineering; any race; bungee cord jumping; speed contest (speed contest shall not include any of the regatta races);
- 11. dental treatment except as a result of an injury to Sound Natural Teeth;
- 12. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- 13. pregnancy and childbirth (except for complications of pregnancy), except if Hospitalized;
- 14. curtailment or delayed return for other than covered reasons;
- 15. traveling for the purpose of securing medical treatment;
- 16. services not shown as covered;
- 17. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
- 18. care or treatment that is not Medically Necessary;
- 19. care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;

- 20. care or treatment that is payable under any Other Insurance policy;21. Accidental Injury or Sickness when traveling against the advice of a Physician;
- 22. cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child.



Nationwide Mutual Insurance Company One Nationwide Plaza MR-05-10 Columbus, Ohio 43215

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This Policy of Insurance is issued in consideration of the enrollment form and payment of any premium due. All statements in the enrollment forms are representations and not warranties. Only statements contained in a written enrollment form will be used to void insurance, reduce benefits or defend a claim.

NO DIVIDENDS WILL BE PAYABLE UNDER THIS POLICY.

The President and Secretary of Nationwide Mutual Insurance Company witness this Policy.

Relt w. Herman

Secretary

Mark Benen

President

Licensed Resident Agent (where required by law)

# TRAVEL PROTECTION POLICY EXCESS INSURANCE

# **GENERAL DEFINITIONS**

# **GENERAL PROVISIONS**

# COVERAGES:

Baggage Delay Baggage/Personal Effects Emergency Evacuation Repatriation of Remains Trip Cancellation Trip Delay Trip Interruption

# LIMITATIONS AND EXCLUSIONS

# NATIONWIDE MUTUAL INSURANCE COMPANY TRAVEL PROTECTION INSURANCE POLICY

#### **GENERAL DEFINITIONS**

Throughout this document, when capitalized, certain words and phrases are defined as follows:

**Accident** means a sudden, unexpected, unintended, specific event that occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

Accidental Injury means Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the Loss and that 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. The injury must be verified by a Physician.

Actual Cash Value means the lesser of the replacement cost and the purchase price less depreciation.

Additional Expenses means any reasonable expenses for meals and lodging as well as local transportation and essential phone calls that were necessarily incurred as the result of a Hazard and that were not provided by the Common Carrier or other party free of charge.

**Bodily Injury** means identifiable physical injury that is caused by an Accident and is independent of disease or bodily infirmity.

**Checked Baggage** means a piece of baggage that accompanies You for which a claim check has been issued to You by a Common Carrier.

**Child Caregiver** means an individual providing basic childcare service needs for the Insured's minor children under the age of 18 while he/she is on the Trip without minor children.

**Common Carrier** means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire. Taxis and limousines are not Common Carriers as defined herein.

Company means Nationwide Mutual Insurance Company.

Confirmation of Coverage means the document that outlines Your benefits and Maximum Benefit amounts.

**Covered Expenses** means expenses incurred by You that are for Medically Necessary care or treatment; due to Sickness or Bodily Injury; prescribed, performed or ordered by a Physician; Reasonable and Customary Charges incurred while insured under this Policy; and that do not exceed the Maximum Benefit limits shown in the Confirmation of Coverage, under each stated benefit.

Covered Vehicle means any vehicle registered to the Insured and used while on his/her scheduled Trip.

**Domestic Partner** means a person with whom You reside and can show evidence of cohabitation (including the shared responsibility for basic living expenses) for at least the previous six (6) months and has an affidavit of domestic partnership, if recognized by the jurisdiction within which You reside.

Economy Fare means the lowest published rate for a round trip economy ticket.

**Effective Date** means 12:01 A.M. local time, at Your location, on the day after the required premium for such coverage is received by the Company or its authorized representative.

**Family Member** means Your or a Traveling Companion's legal or common law spouse, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew or Domestic Partner who reside in the United States, Canada or Mexico.

#### Hazard means:

a) Any delay of a Common Carrier (including Inclement Weather).

b) Any delay by a traffic accident en route to a departure, in which You or a Traveling Companion is not directly involved.

c) Any delay due to lost or stolen passports, travel documents or money, Quarantine, hijacking, unannounced Strike, natural disaster, civil commotion or riot.

**Hospital** means a facility that:

(a) holds a valid license if it is required by the law;

(b) operates primarily for the care and treatment of sick or injured persons as in-patients;

(c) has a staff of one or more Physicians available at all times;

(d) provides twenty-four (24) hour nursing service and has at least one registered professional nurse on duty or call;

(e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a prearranged basis; and

(f) is not, except incidentally, a clinic, nursing home, rest home, drug or physical rehabilitation facility or convalescent home for the aged, or similar institution.

**Inclement Weather** means any severe weather condition that delays the scheduled arrival or departure of a Common Carrier.

**Insured** means the person who enrolled for coverage and whose premium was paid under this Policy.

Land/Sea Arrangements means pre-paid land and/or sea arrangements made by the Travel Supplier.

**Maximum Benefit** means the largest total amount that the Company will pay under any one benefit for You, as shown on the Confirmation of Coverage.

**Medically Necessary** means a service or supply that: (a) is recommended by the attending Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting Your condition or quality of medical care; (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

**Mountaineering** means the sport, hobby or profession of walking, hiking and climbing up mountains either: 1) utilizing harnesses, ropes, crampons, or ice axes; or 2) ascending 4,500 meters or above.

**Other Insurance** means any one of the following types of policies or plans that provides benefits for medical expenses for you at the time of Loss on Your Effective Date of coverage, and such policy or plan requires You to pay any applicable Deductible and/or portion of coinsurance: individual, group or blanket insurance plans; HMO's, PPO's, POS's, EPO's, employer organization plans, employee benefit organizational plans, or other arrangements of benefits for persons of a group. Insurance does not include Medicare or Medicaid.

**Parachuting** means an activity involving the breaking of a free fall from an airplane using a parachute.

**Participating Organization** means a tour operator, cruise line, airline or other organization that applies for coverage under the Policy and remits the required premium to the Company.

**Physician** means a licensed practitioner of medical, surgical or dental services, or a Christian Science Practitioner, acting within the scope of his/her license. The treating Physician may not be You, a Traveling Companion or a Family Member.

**Quarantine** means Your strict isolation imposed by a Government authority or Physician to prevent the spread of disease. An embargo preventing You from entering a country is not a Quarantine.

Scheduled Departure Date means the date on which You are originally scheduled to leave on the Trip.

**Scheduled Return Date** means the date on which You are originally scheduled to return to the point of origin or to a different final destination.

**Sickness** means an illness or disease of the body that: 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. An illness or disease of the body that begins prior to the Effective Date of coverage is not a Sickness as defined herein and is not covered by this Policy unless it suddenly worsens or becomes acute after the Effective Date.

Strike means any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier.

**Traveling Companion** means a person who has coordinated travel arrangements or vacation plans with You, intends to travel with You during the Trip and is further described on the Confirmation of Coverage. Note, a group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**Travel Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for the Trip.

**Travel Supplier** means tour operator, Cruise line, airline, hotel, travel agency, or other organization that has made the land, air and/or sea arrangements.

**Trip** means any class of scheduled trips, tours or cruises for which You request coverage and remit the required premium.

**Unforeseen** means not anticipated or expected and occurring after the Effective Date of Your coverage.

**Uninhabitable** means (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared, such as debris on roofs or downed electrical lines; or (4) the building is without electricity or water.

You or Your refers to the Insured.

GENERAL PROVISIONS

The following provisions apply to all coverages:

**LEGAL ACTIONS -** No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving Proof of Loss.

**CONTROLLING LAW -** Any part of this Policy that conflicts with the state law where the Policy is issued is changed to meet the minimum requirements of that law.

**MISREPRESENTATION AND FRAUD** – Your coverage shall be void if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

You must fully cooperate in the event the Company determines that an investigation of any claim is warranted.

**SUBROGATION -** To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company.

**ASSIGNMENT** - This Policy is not assignable, whether by operation of law or otherwise, but benefits may be assigned.

### WHEN YOUR COVERAGE BEGINS - Provided:

- (a) coverage has been elected; and
- (b) the required premium has been paid.

All coverage (except Trip Cancellation) will begin at 12:01A.M. local time at Your location on the Scheduled Departure Date; or the actual departure date if change is required by a Common Carrier, when You depart for the first Travel Arrangement. If coverage is purchased on the Scheduled Departure Date, such coverage will take effect at 12:01 A.M. local time, at Your location, on the day after the Scheduled Departure Date. No coverage can be purchased after a person departs on a trip.

Trip Cancellation coverage will begin on Your Effective Date.

**WHEN YOUR COVERAGE ENDS -** Your coverage will end at 11:59 P.M. local time on the date that is the earliest of the following:

- a) the Scheduled Return Date as stated on the travel tickets;
- b) the date You return to Your origination point if prior to the Scheduled Return Date;
- c) the date You leave or change the Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- d) if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date, unless otherwise authorized by the Company in advance of the Scheduled Return Date;
- e) the date Your Trip is cancelled.

**EXTENDED COVERAGE** - Coverage will be extended under the following conditions, should they occur during the journey to the return destination or to a different destination:

(a) If You are a passenger on a scheduled Common Carrier that is unavoidably delayed up to five (5) days in reaching the final destination, coverage will be extended for the period of time needed to arrive at the final destination.

**EXCESS INSURANCE LIMITATION -** The insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such Other Insurance or indemnity, and applicable Deductible.

# The following provisions apply to all benefits except Baggage/Personal Effects and Baggage Delay:

**PAYMENT OF CLAIMS -** The Company, or its designated representative, will pay a claim after receipt of acceptable Proof of Loss.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian, committee or other qualified representative.

All or a portion of all benefits provided by this Policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by Other Insurance policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins or as soon as reasonably possible. Notice should include Your name, the Travel Supplier's name and the Plan number. Notice should be sent to the Company's administrative office, or to the Company's designated representative.

**PROOF OF LOSS -** The claimant must send the Company, or its designated representative, Proof of Loss within ninety (90) days after a covered Loss occurs or as soon as reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**TIME OF PAYMENT OF CLAIMS -** Benefits payable under this Policy for any Loss other than Loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written Proof of such Loss. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Policy provides periodic payment will be paid monthly

and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

All claims shall be paid within thirty (30) days following receipt by the Company of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of nine (9) percent per annum from the thirtieth (30<sup>th</sup>) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

# The following provisions apply to Baggage/Personal Effects and Baggage Delay coverages:

**NOTICE OF LOSS -** If Your property covered under this Policy is lost, stolen or damaged, You must:

- (a) notify the Company, or its authorized representative as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property:
- (c) give immediate notice to the carrier or bailee who is or may be liable for the Loss or damage;
- (d) notify the police or other authority in the case of robbery or theft within twenty-four (24) hours.

**PROOF OF LOSS -** You must furnish the Company, or its designated representative, with Proof of Loss. This must be a detailed sworn statement. It must be filed with the Company, or its designated representative, within ninety (90) days from the date of Loss. Failure to comply with these conditions shall invalidate any claims under this Policy.

**SETTLEMENT OF LOSS -** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable Proof of Loss and the value involved to the Company.

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

**BENEFIT TO BAILEE -** This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

### BAGGAGE DELAY (Outward Journey Only)

The Company will reimburse You for the expense of necessary personal effects, up to the Maximum Benefit shown on the Confirmation of Coverage, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than twenty-four (24) hours, while on a Trip, except for travel to final destination or place of residence.

You must be a ticketed passenger on a Common Carrier.

Additionally, all claims must be verified by the Common Carrier who must certify the delay or misdirection and receipts for the purchases must accompany any claim.

# **BAGGAGE/PERSONAL EFFECTS**

The Company will reimburse You up to the Maximum Benefit shown on the Confirmation of Coverage, if You sustain Loss, theft or damage to baggage and personal effects during the Trip, including, but not limited to sporting equipment, provided You have taken all reasonable measures to protect, save and/or recover the property at all times. The baggage and personal effects must be owned by and accompany You during the Trip. The police or other authority must be notified within twenty-four (24) hours in the event of theft.

This coverage is subject to any coverage provided by a Common Carrier.

There will be a per article limit shown on the Confirmation of Coverage.

There will be a combined Maximum Benefit limit shown on the Confirmation of Coverage for the following: jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur; personal computers, cameras and their accessories and related equipment.

The Company will pay the lesser of the following:

- (a) Actual Cash Value at time of Loss, theft or damage to baggage and personal effects; or
- (b) the cost of repair or replacement in like kind and quality.

### EXTENSION OF COVERAGE

If You have checked Your property with a Common Carrier and delivery is delayed, coverage for Baggage/Personal Effects will be extended until the Common Carrier delivers the property.

#### **EMERGENCY EVACUATION**

The Company will pay benefits for Covered Expenses incurred, up to the Maximum Benefit shown on the Confirmation of Coverage, if an Accidental Injury or Sickness commencing during the course of the Trip results in Your necessary Emergency Evacuation. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of Your Accidental Injury or Sickness warrants Your Emergency Evacuation.

Emergency Evacuation means:

- a) Your medical condition warrants immediate Transportation from the hospital where You are first taken when injured or sick to the nearest Hospital where appropriate medical treatment can be obtained;
- b) after being treated at a local Hospital, Your medical condition warrants Transportation to the United States where You reside, to obtain further medical treatment or to recover; or
- c) both (a) and (b), above.

The Maximum Benefit amount payable is limited to the cost of Transportation to Your primary place of residence.

Covered Expenses are reasonable and customary expenses for necessary Transportation, related medical services and medical supplies incurred in connection with Your Emergency Evacuation. All Transportation arrangements made for evacuating You must be by the most direct and economical route possible. Expenses for Transportation must be:

- a) recommended by the attending Physician;
- b) required by the standard regulations of the conveyance transporting You; and
- c) authorized in advance by the Company or its authorized representative.

Transportation services are provided if authorized in advance by the assistance provider, and are limited to necessary Economy Fares less the value of applied credit from unused travel tickets, if applicable.

Transportation means any Common Carrier, or other land, water or air conveyance, required for an Emergency Evacuation and includes air ambulances, land ambulances and private motor vehicles.

The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

#### **REPATRIATION OF REMAINS**

The Company will pay the reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the Trip. This will not exceed the Maximum Benefit shown on the Confirmation of Coverage. This benefit is provided if authorized in advance by the assistance provider.

Covered Expenses include, but are not limited to, expenses for embalming, cremation, casket for transport and transportation.

### TRIP CANCELLATION

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You are prevented from taking Your Trip for any of the following reasons that are Unforeseen and takes place after the Effective Date:

Your Sickness, Accidental Injury or death, that results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your participation in the Trip. A Physician must advise to cancel the Trip on or before the Scheduled Departure Date.

Sickness, Accidental Injury or death of a Family Member or Traveling Companion, booked to travel with You, that results in medically imposed restrictions as certified by a Physician preventing that person's participation in the Trip. Sickness, Accidental Injury or death of a non-traveling Family Member.

You or a Traveling Companion being hijacked, Quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault within ten (10) days of departure; having Your principal place of residence made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster; or burglary of Your principal place of residence within ten (10) days of departure.

You or a Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure;

Your transfer by the employer with whom You are employed on Your Effective Date that requires Your principal residence to be relocated;

After one (1) year of continuous employment at the same company, You are terminated or laid-off, from employment by that company.

# The Company will reimburse You for the following:

- a) pre-paid non-refundable cancellation charges imposed by the Travel Suppliers;
- b) airfare cancellation charges for flights commencing within one day of the Land/Sea Arrangements.

In no event shall the amount reimbursed exceed the amount You prepaid for the Trip.

SPECIAL CONDITIONS: You must advise the Participating Organization and the Company or its authorized representative within seventy-two (72) hours in the event of a claim. If the claim is not reported within seventy-two (72) hours, it should be reported as soon as possible. All other delays of reporting beyond seventy- two (72) hours will result in reduced benefit payments. The Company will not pay benefits for any additional charges incurred that would not have been charged had You notified the Participating Organization as soon as reasonably possible.

# SINGLE OCCUPANCY COVERAGE

The Company will reimburse You for the additional cost incurred during the Trip as a result of a change in the per person occupancy rate for prepaid travel arrangements if a person booked to share accommodations with You has his/her Trip delayed, canceled, or interrupted for a covered reason and You do not cancel. This benefit is subject to the same Maximum Benefit indicated above.

TRIP DELAY

The Company will reimburse You for Covered Expenses, up to the Maximum Benefit shown on the Confirmation of Coverage, if You are delayed, while coverage is in effect, en route to or from the Trip for twelve (12) or more hours due to a defined Hazard.

Covered Expenses:

- (a) Any prepaid, unused, non-refundable land and water accommodations;
- (b) Any Additional Expenses incurred;
- (c) An Economy Fare from the point where You ended Your Trip to a destination where You can catch up to the Trip; or
- (d) A one-way Economy Fare to return You to Your originally scheduled return destination.

### TRIP INTERRUPTION

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You join Your Trip after departure or are unable to continue on the covered Trip due to any of the following reasons that are Unforeseen and take place after departure:

Your Sickness, Accidental Injury or death, that results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your continued participation in the Trip. A Physician must advise to cancel the Trip on or before the Scheduled Return Date.

Sickness, Accidental Injury or death of a Family Member or Traveling Companion; booked to travel with You that results in medically imposed restrictions as certified by a Physician preventing that person's continued participation in the Trip.

Sickness, Accidental Injury or death of a non-traveling Family Member.

You or a Traveling Companion being hijacked, Quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault during the Trip; having Your principal place of residence made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster; or burglary of Your principal place of residence during the Trip.

You or a Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure;

Your transfer by the employer with whom You are employed on Your Effective Date that requires Your principal residence to be relocated;

After one (1) year of continuous employment at the same company, You are terminated or laid-off, from employment by that company.

# The Company will reimburse You for the following:

a) pre-paid unused, non-refundable land or sea expenses to the Travel Suppliers;

b) the airfare paid less the value of applied credit from an unused travel ticket, to return home, join or rejoin the original Land/Sea Arrangements limited to the cost of one-way economy airfare by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets.

In no event shall the amount reimbursed exceed the amount You prepaid for the Trip.

SPECIAL CONDITIONS: You must advise the Participating Organization and the Company or its authorized representative no later than seven (7) days in the event of a claim. The Company will not pay benefits for any additional charges incurred that would not have been charged had You notified the Participating Organization as soon as reasonably possible.

# LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Trip Cancellation, Trip Interruption, Trip Delay, Emergency Evacuation and Repatriation of Remains:

Loss caused by or resulting from:

- 1. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
- 2. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
- participation in any military maneuver or training exercise or any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces. Upon notice to the Company of entering the armed forces, the Company will return to You pro-rata any premium paid, less any benefits paid, for any period during which You are in such service;
- 4. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 5. mental or emotional disorders, unless Hospitalized;
- 6. participation as a professional in athletics;
- 7. participation in underwater activities (does not include recreational swimming);
- 8. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician;
- 9. commission or the attempt to commit a dishonest, fraudulent or criminal act;
- 10. participating in Bodily Contact Sports; skydiving; hang-gliding; Parachuting; Mountaineering; any race; bungee cord jumping; speed contest (speed contest shall not include any of the regatta races);
- 11. dental treatment except as a result of an injury to Sound Natural Teeth;
- 12. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- 13. pregnancy and childbirth (except for complications of pregnancy), except if Hospitalized;
- 14. curtailment or delayed return for other than covered reasons;
- 15. traveling for the purpose of securing medical treatment;
- 16. services not shown as covered;
- 17. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
- 18. care or treatment that is not Medically Necessary;
- 19. care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
- 20. care or treatment that is payable under any Other Insurance policy;
- 21. Accidental Injury or Sickness when traveling against the advice of a Physician;
- 22. cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child.

# The following exclusions apply to Baggage/Personal Effects and Baggage Delay:

The Company will not provide benefits for any Loss or damage to:

- 1. animals;
- 2. automobiles and automobile equipment;
- 3. boats or other vehicles or conveyances;
- 4. trailers;
- 5. motors;
- 6. motorcycles;
- 7. aircraft;
- 8. bicycles (except when checked as baggage with a Common Carrier);
- 9. household effects and furnishing;
- 10. antiques and collector's items;
- 11. eye glasses, sunglasses or contact lenses;
- 12. artificial teeth and dental bridges;
- 13. hearing aids;
- 14. artificial limbs and other prosthetic devices;
- 15. prescribed medications;
- 16. keys, cash, stamps, securities and documents;
- 17. tickets;
- 18. credit cards;
- 19. professional or occupational equipment or property, whether or not electronic business equipment;
- 20. cell phones, computer hardware or software;
- 21. sporting equipment if loss or damage results from the use thereof;
- 22. musical instruments;
- 23. retainers and orthodontic devices.

Any Loss caused by or resulting from the following is excluded:

- 1. breakage of brittle or fragile articles;
- 2. wear and tear or gradual deterioration;
- 3. insects or vermin;
- 4. inherent vice or damage while the article is actually being worked upon or processed;
- 5. confiscation or expropriation by order of any government;
- 6. radioactive contamination;
- 7. war or any act of war whether declared or not;
- 8. theft or pilferage while left unattended in any vehicle;
- 9. mysterious disappearance;
- 10. property illegally acquired, kept, stored or transported;
- 11. insurrection or rebellion;
- 12. imprudent action or omission;
- 13. property shipped as freight or shipped prior to the Scheduled Departure Date.

# WORLDWIDE EMERGENCY ASSISTANCE SERVICES

The following services are available to you on a 24/7 emergency basis wherever you are in the world.

**Part I – Traveler's Assistance:** On Call International's multilingual staff can assist You in solving a variety of unexpected complications during the Trip such as lost tickets or belongings. If necessary, On Call International may also help locate legal counsel. Pre-Trip information such as cultural, visa requirements and exchange rates can also be provided.

**Part II – Medical Assistance:** If a medical emergency arises during travel, On Call International may help You find local medical care. Physicians and hospitals worldwide can contact On Call International to confirm coverage and, if required, help You arrange immediate settlement of medical expenses resulting from an Injury during the Trip. On Call International will coordinate emergency medical situations, with Your home Physician and arrange Emergency Evacuation services.

**Part III – Emergency Cash Transfer:** On Call International can help arrange a fund transfer through Your credit cards, family, friends, employer or similar source if You need cash while on the Trip.

**NOTE:** Problems of distance, information and communication make it impossible for Nationwide Mutual Insurance Company, On Call International or CBP to assume any responsibility for the availability, quality, use or result of any emergency service. In all cases, You are still responsible for obtaining, using and paying for Your own required services of all types.

Please refer to Plan #: NW0021 To access Emergency Assistance, call On Call International's operation center at: 1-855-892-6489, or call collect: 1-603-328-1379

Worldwide Emergency Assistance Services are provided by an independent organization and not by Nationwide Mutual Insurance Company, Travel Insurance Claims Administration or Four Ambassadors. There may be times when circumstances beyond the assistance company's control hinder their endeavors to provide travel assistance services. They will, however, make all reasonable efforts to provide travel assistance services and help You resolve Your emergency situation.

### CLAIMS PROCEDURES

To facilitate prompt claims settlement:

**TRIP CANCELLATION / INTERRUPTION CLAIMS:** IMMEDIATELY Call Four Ambassadors and the Claims Administrator to report Your cancellation and avoid non-covered expenses due to late reporting. The Claims Administrator will then advise You on how to obtain the appropriate forms to be completed by You and the attending Physician. Provide all unused transportation tickets, official receipts, etc. If appropriate, obtain medical statements from the doctors in attendance in the country where Sickness or Accident occurred. These statements should give complete diagnosis, stating that the Sickness or Accident prevented traveling on the dates contracted.

**TRIP DELAY CLAIMS:** Obtain receipts for any Additional Expenses (i.e.: meals, lodging, etc.) and submit with written documentation from the source which caused the delay for verification (i.e.: Common Carrier, police report, etc.).

**MEDICAL EXPENSE CLAIMS:** Obtain receipts from the providers of services, etc., stating the amount paid and listing the diagnosis and treatment.

**BAGGAGE CLAIMS:** In case of Loss, theft, or damage to personal belongings, immediately contact the hotel manager, tour guide or representative, transportation official, or local police; report occurrence and obtain a written statement. Submit claim first to party responsible (i.e.: airline, hotel, etc.). Provide a copy of the outcome of Your claim, along with the written Loss statements, receipts, etc.

FOR PLAN INQUIRIES OR INFORMATION ON FILING A CLAIM PLEASE CONTACT THE PLAN ADMINISTRATOR: Attention: Co-ordinated Benefit Plans, LLC On Behalf of Nationwide Mutual Insurance Company and Affiliated Companies P.O. Box 26222 Tampa, FL 33623 E-mail your information to: <u>NWTravClaims@cbpinsure.com</u> Ph: 1-866-223-4772 / Fax: 1-800-560-6340 Monday through Friday – 8:30am-5:00pm (EST)